

A G R E E M E N T

Between:

BOROUGH OF RINGWOOD,
PASSAIC COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, RINGWOOD LOCAL, NO. 247

JANUARY 1, 1975 THROUGH DECEMBER 31, 1976

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
PREAMBLE		1
ARTICLE I	RECOGNITION	2
ARTICLE II	MANAGEMENT RIGHTS	3, 4
ARTICLE III	GRIEVANCE PROCEDURE	5, 6, 7
ARTICLE IV	HOURS AND OVERTIME	8, 9
ARTICLE V	P.B.A. RIGHTS	10, 11
ARTICLE VI	VACATIONS	12
ARTICLE VII	SICK LEAVE	13, 14, 15
ARTICLE VIII	HOSPITALIZATION & INSURANCE	16
ARTICLE IX	COLLEGE INCENTIVE PROGRAM	17
ARTICLE X	COMPENSATION	18
ARTICLE XI	LONGEVITY	19
ARTICLE XII	UNIFORM ALLOWANCE & MAINTENANCE	20
ARTICLE XIII	TRAVEL ALLOWANCE	21
ARTICLE XIV	LEAVES OF ABSENCE	22
ARTICLE XV	BULLETIN BOARDS	23
ARTICLE XVI	NO-STRIKE & NO-LOCKOUT PLEDGE	24
ARTICLE XVII	DEDUCTIONS FROM SALARY	25
ARTICLE XVIII	NON-DISCRIMINATION	26
ARTICLE XIX	SEPARABILITY AND SAVINGS	27
ARTICLE XX	FULLY BARGAINED PROVISIONS	28
ARTICLE XXI	TERM AND RENEWAL	29

PREAMBLE

THIS AGREEMENT made and entered into on this 29th day of March, 1976 by and between the BOROUGH OF RINGWOOD, in the County of Passaic, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough", and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, RINGWOOD LOCAL NO. 247, hereinafter referred to as the "P.B.A.", represents the complete and final understanding on all bargainable issues between the Borough and the P.B.A. and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

WITNESSETH:

WHEREAS, the Borough has an obligation, pursuant to Chapter 303 of the Public Laws of 1968, as amended by Chapter 123 of the Public Laws of 1974 (NJSA 34:13A-1 et seq.), hereinafter referred to as the "N.J. Public Employment Relations Act", to negotiate with the P.B.A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they wish to confirm in this Agreement;

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Borough recognizes P.B.A. Local No. 247 as the sole and exclusive representative for the purposes of collective negotiations of all Patrolmen, Sergeants, and Detectives who are Sergeants and Patrolmen, employed by the Police Department, but excluding Special Police Dispatchers, Managerial Executives, Confidential Employees and all other Supervisory Employees within the meaning of the New Jersey Public Employer-Employee Relations Act and all other employees of the Borough of Ringwood.

B. The titles of Patrolmen, Detective and Sergeant shall be defined to include the plural as well as the singular, and shall include males and females and are synonymous with the word "employees".

C. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Borough Officials or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II
MANAGEMENT RIGHTS

A. Except to the extent expressly modified by a specific provision of this Agreement and as modified or limited by Law, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vesting in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees including those covered by this Agreement.

2. To hire and discharge all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, scheduling of work time or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, regulations, rules and practices and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of breach by the P.B.A. or its members.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the P.B.A. on behalf of an individual or individuals, or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent or as provided in Step 3 (b).

Step One

(a) An aggrieved employee or the P.B.A. on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance; and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two

(a) In the event a satisfactory settlement has not been reached, the employee or the P.B.A. shall in writing and signed, file his grievance with the Chief of Police, within three (3) days following the determination at Step One.

(b) The Chief of Police shall render a decision in writing within ten (10) days from the receipt of the grievance.

Step Three

(a) In the event the grievance has not been resolved to Step Two, then within five (5) days following the determination, the matter may be referred to the Borough Administrator who shall review the matter and make a determination within ten (10) days from the receipt of the grievance. The determination and written recommendation of the Borough Administrator shall be referred to the Mayor and Council who shall review the matter within fifteen (15) days from the receipt of the determination and recommendation of the Borough Administrator.

(b) The decision of the Mayor and Council shall be final and binding. However, nothing contained in this Step shall preclude the right of either party to any recourse whatsoever which it may have to the N.J. Civil Service Commission or as provided under applicable state law.

D. No response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

E. Time limits may be extended by the parties by mutual written agreement.

F. The Borough reserves the right to file in writing a grievance on its behalf with the Executive Board of the

P.B.A. which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance.

ARTICLE IV

HOURS AND OVERTIME

A. Hours of Duty

The workday, shift schedules and assignments shall be designated by the Chief of Police.

B. Court Appearances

1. When an employee is ordered by the Borough or its agents or employees to appear in municipal court while off-duty, he shall be paid the flat sum of Twenty (\$20.00) Dollars for each evening or day he is required to appear.

2. When an employee is ordered to appear in any Court or agency other than municipal court while off-duty, he shall be paid the flat sum of Forty (\$40.00) Dollars for each day of appearance.

3. Every effort shall be made to schedule employees court appearances during a normal tour of duty.

4. Where an employee is ordered to appear in any court or agency other than municipal court while off-duty and is required to remain past the morning session to testify in the afternoon, he shall receive a meal allowance of Two (\$2.00) Dollars for any such day.

C. Off-Duty Employment

1. In the event a member of the Police Department shall perform a tour of police duty for a private employer, then in that event he shall be paid his regular rate of pay and the provisions of any applicable federal or state law shall be complied with both by the individual employee and by the private employer.

D. Overtime

1. An employee shall be paid overtime at one and one-half ($1\frac{1}{2}$) times his regular rate of pay under the following circumstances:

- (a) Whenever an off-duty employee is ordered to report to duty.
- (b) Whenever an on-duty employee is ordered or required to remain on duty to complete an investigation, he shall be compensated at the rate of time and one-half from the end of his tour of duty, so long as the time required to complete the investigation is in excess of one hour beyond his regular tour of duty. If such an investigation is completed within one hour from the end of his tour of duty, he shall be compensated at straight time for that hour or any portion thereof.
- (c) Whenever any off-duty officer is called during a bona fide emergency.
- (d) At any time where a particular officer is called for specialized duty where the officer on duty cannot perform the said duty or when deemed necessary by the Chief of Police to maintain a normal police function.

2. For all other overtime, the employee shall be compensated at the rate of straight time.

ARTICLE V

P.B.A. RIGHTS

A. Subject to the manpower needs of the Department, official delegates of the P.B.A. up to a maximum of three (3) will be granted leave with pay in accordance with the provisions of N.J.S.A. 11:26C-4 for the purposes set forth therein.

B. P.B.A. activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations.

C. P.B.A. shall notify the Borough or its designees of the names of current P.B.A. officers responsible for processing grievances.

D. Pursuant to N.J. Public Employment Relations Act, the Borough agrees that every policeman shall have the right freely to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by the N.J. Public Employment Relations Act

or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the P.B.A. and its affiliates, his participation in any activities of the P.B.A. and its affiliates, collective negotiations with the Borough or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

E. Nothing contained in this agreement shall be construed to limit or restrict the P.B.A. in its rights to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages, or both, in the event of breach by the Borough of Ringwood, or members of its governing body.

ARTICLE VI

VACATIONS

A. Annual vacation leave with pay for all employees covered in this contract shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; after one year (1) of service, twelve (12) working days vacation each calendar year thereafter up to six (6) years of service; fifteen (15) working days vacation each calendar year thereafter after the completion of six (6) years and up to ten (10) years of service; nineteen (19) working days vacation each calendar year after the completion of ten (10) years and up to fifteen (15) years of service; twenty-two (22) working days vacation each calendar year after the completion of fifteen (15) years of service.

ARTICLE VII

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et seq. of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Service Credit for Sick Leave

1. All permanent employees or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness, in accordance with Civil Service Rules and Regulations.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination the Borough shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may also require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness as a condition of his return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

F. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to

perform his duties then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period up to six (6) calendar months provided that in the event the employee is entitled to any monies from any source for such illness, injury or absence, then he shall be liable to reimburse the Borough up to the amount expended pursuant to this section.

G. Upon approval of the Chief of Police, up to three (3) sick leave days provided for herein may be taken as personal days.

H. Each employee shall be entitled to bereavement leave of three (3) days from the date of death in the immediate family, and in the event the burial takes place out of state, up to two (2) additional days travel time. This leave shall be with pay. Proof of attendance at the funeral may be required by the Borough. "Immediate family" shall mean spouse, parents, children, brothers, sisters, grandparents and parents-in-law.

ARTICLE VIII

HOSPITALIZATION AND INSURANCE

A. The Borough agrees to continue to provide the current health insurance coverage during the period of this Agreement for all employees covered hereunder and the eligible members of their families in accordance with the terms of said plan, or in the alternative and at the option of the Borough, to provide such coverage as is supplied by the State sponsored health insurance program.

B. Commencing January 1, 1976, the Borough will pay to the P.B.A. the sum of \$50.00 per employee per year as a payment toward a fund for the welfare of employees, which sum may be used by the P.B.A. for use toward a prescription plan or as otherwise deemed feasible in the discretion of the P.B.A.

ARTICLE IX

COLLEGE INCENTIVE PROGRAM

A. In acknowledging the desirability of members of the P.B.A. attending and successfully completing college studies pertaining to police science, the Borough hereby agrees to additionally compensate those members in accordance with the following formula:

1. Upon the successful completion of thirty-two (32) credits the sum of \$150.00 annually.
2. Upon the successful completion of sixty-four (64) credits the sum of \$275.00 annually.
3. Upon the successful completion of ninety-six (96) credits the sum of \$375.00 annually.
4. Upon the successful completion of one hundred twenty-eight (128) credits the sum of \$500.00 annually.

ARTICLE X
COMPENSATION

A. Salary

1. Salary for 1975 as follows:

Sergeant	\$14,420.14
Patrolman - 4th year or above	13,639.62
Patrolman - 3rd year	12,845.68
Patrolman - 2nd year	12,165.16
Patrolman - 1st year	11,711.43
Patrolman - Probationary	10,804.12

2. Salary for 1976 as follows:

Sergeant	\$15,670.14
Patrolman - 4th year or above	14,739.62
Patrolman - 3rd year	13,995.68
Patrolman - 2nd year	13,315.16
Patrolmen - 1st year	12,361.43
Patrolman - Probationary	11,954.12

3. Any officer assigned to the Detective Bureau, provided he is a Patrolman or Sergeant, shall receive an additional yearly allowance for 1975 of \$700.00 and for 1976 of \$700.00.

4. 1975 salaries and additional payments shall be retroactive to January 1, 1975; and 1976 salaries and additional payments shall be retroactive to January 1, 1976.

ARTICLE XI

LONGEVITY

A. In addition to the salary compensation noted in the Schedules of Article X, longevity pay will be paid as follows:

1. From the first day of January of the sixth year of employment - 2% of base pay.
2. From the first day of January of the eighth year of employment - 4% of base pay.
3. From the first day of January of the tenth year of employment - 6% of base pay.
4. From the first day of January of the twelfth year of employment - 8% of base pay.
5. From the first day of January of the fourteenth year of employment - 10% of base pay.

B. Any voluntary interruption of service shall not be considered as continuous uninterrupted service with the Borough for the purpose of qualifying for the longevity payment set forth above.

An involuntary interruption of service, such as mandatory military leave, but not disciplinary suspensions or requested leaves of absence, shall be considered as service with the Borough for the purpose of determining service with the Borough for the purposes of longevity payments.

ARTICLE XII

UNIFORM ALLOWANCE AND MAINTENANCE

A. A uniform allowance of two hundred seventy-five (\$275.00) Dollars for the calendar year 1975 and three hundred (\$300.00) Dollars for calendar year 1976 shall be payable to each employee subject to the submission of acceptable vouchers representing expenditure of that sum during that immediate calendar year.

B. The Borough agrees to reimburse and/or pay for the cleaning of up to six (6) items of uniform per week for each employee.

ARTICLE XIII'

TRAVEL ALLOWANCE

A. In the event an employee is required to utilize private transportation to or from any authorized training, then the employee shall be reimbursed by the Borough at the rate of fifteen (15¢) cents per mile measured from the Municipal Building.

ARTICLE XIV

LEAVES OF ABSENCE

A. Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised November 30, 1973, and applicable State law.

ARTICLE XV

BULLETIN BOARDS

A. A bulletin board shall be made available by the Borough for the use of the P.B.A. for the purpose of posting P.B.A. announcements and other informative materials of a non-controversial nature. The Chief of the Department or his representative may have removed from the Bulletin Board any material which does not conform with the intent and provision of this Article.

ARTICLE XVI

NO-STRIKE AND NO-LOCKOUT PLEDGE

A. During the term of this Agreement, the P.B.A. agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind, and the Borough agrees that it will not cause any lockout.

B. The P.B.A. covenants and agrees that neither the P.B.A. nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action against the Borough. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member shall entitle the Borough to invoke any or all of the following alternatives:

1. Withdrawal of P.B.A. recognition.
2. Withdrawal of dues deduction privileges (if previously granted).
3. Such activity shall be deemed grounds for termination of employment or other disciplinary action of such employee or employees subject, however, to the application of the Civil Service Law.

ARTICLE XVII

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the P.B.A. by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. advising of such charged deduction.

C. The P.B.A. will provide the necessary "Check-off Authorization" form and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator. The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the P.B.A. to the Borough or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. advising of such changed deduction.

ARTICLE XVIII

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the P.B.A. against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the P.B.A. or because of any lawful activities by such employees on behalf of the P.B.A. The P.B.A., its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the P.B.A.

ARTICLE XIX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXI

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of as of January 1, 1975, and shall continue to be in full force and effect through and including December 31, 1976.

B. Collective negotiations on the terms of a new Agreement shall commence no later than October 1, 1976, or as mandated by the Public Employment Relations Act.

C. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein and untill the parties have mutually agreed on a new Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Ringwood, New Jersey, on this 29th day of March, 1976.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 247

BOROUGH OF RINGWOOD
PASSAIC COUNTY, NEW JERSEY

By: Harry D. Armitage
Amando A. Di Muzio

By: Donald E. Hall
Vincent E. Buzgant

Witness:

Thomas C. Lee
James J. Dwyer

Witness:

John P. Cannon
Richard J. Stamb